

<b>SOLICITATION AND OFFER</b>				1. [BLANK]				Page 1 of 28		
2. CONTRACT NUMBER			3. SOLICITATION NUMBER <div style="text-align: center;">OPR04000101</div>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <div style="text-align: center;">11/21/2003</div>		6. REQUISITION/PURCHASE NUMBER <div style="text-align: center;">CAO0300019</div>	
7. ISSUED BY AO801 Office of Procurement 359 Ford HOB Washington,DC 20515  TEL: (202) 225-2921 ext.      FAX: (202) 226-2213 ext.				CODE AO801		8. ADDRESS OFFER TO (If other than item 7)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
<b>SOLICITATION</b>										
9. Sealed offers in original and <u>  3  </u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L</u> until <u>2:00 PM</u> local time <u>01/12/2004</u> (Hour) (Date)										
CAUTION - LATE submissions, Modifications, and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME Edwin Davis			B. TELEPHONE (NO COLLECT CALLS) AREA CODE    NUMBER    EXT. 202        226-3229			C. E-MAIL ADDRESS Edwin.Davis@mail.house.gov		
<b>11. TABLE OF CONTENTS</b>										
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)			
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X	E	INSPECTION AND ACCEPTANCE	10	X	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	23-24			
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X	H	SPECIAL CONTRACT REQUIREMENTS	18-19	X	M	EVALUATION FACTORS FOR AWARD	29			
<b>OFFER (Must be fully completed by offeror)</b>										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I)			10 CALENDAR DAYS ( % )		20 CALENDAR DAYS ( % )		30 CALENDAR DAYS ( % )		CALENDAR DAYS ( % )	
14. ACKNOWLEDGMENT OF AMENDMENTS (the offeror acknowledges receipt of amend - ments to the SOLICITATION for offerors and related documents numbered and dated):			AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NUMBER AREA CODE    NUMBER    EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. [BLANK] <input type="checkbox"/> [BLANK] <input type="checkbox"/> [BLANK]					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than Item 7)			CODE	25. PAYMENT WILL BE MADE BY                      CODE						
26. NAME OF CONTRACTING OFFICER (Type or print)					27. U.S. HOUSE OF REPRESENTATIVES (Signature of Contracting Officer)			28. AWARD DATE		
IMPORTANT - Award will be made on this Form or by other authorized official written notice.										

Line Item Summary	Document Number OPR04000101	Title CAO Customer Service Model	Page 2 of 28
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Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Consulting Services	0001	4 mths. ( ADC )	0.00	ea	\$ _____	\$ _____
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Ref Req No: CAO0300019

Invoice Addresses

Code	Detail
0001	<p><b>Org:</b> Office of Procurement</p> <p><b>Addr:</b> 359 Ford Bldg.</p> <p>Washington DC 20515</p> <p><b>Attn:</b> CAOIO</p> <p><b>Phone:</b> (202) 225-2921 ext.</p> <p><b>Fax:</b> (202) 226-3850 ext.</p>

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## SECTION B -- SUPPLIES OR SERVICES AND PRICES

### B.1 SUPPLIES OR SERVICES AND PRICES

This solicitation will result in a Firm Fixed Price (FFP) contract .

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## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF OBJECTIVE

#### 1 GENERAL INFORMATION

##### 1.1 PURPOSE

The House is undertaking an assessment and possible redesign of the Chief Administrative Officer (CAO) service delivery model by evaluating its baseline operating philosophy, organizational structures, resources, business areas, and high-level business processes. The goal is to develop a world-class customer service delivery model that can meet and exceed the changing needs of our customers and workforce while optimizing organizational efficiency and effectiveness.

Contractor services are being sought to research and investigate public and private sector best practices of a new customer service delivery model that will accommodate the changing needs of CAO customers, both internal and external. The contractor will also document the current state of the CAO customer service delivery model.

##### 1.2 BACKGROUND

The Office of the Chief Administrative Officer (CAO) is one of three Officers of the U.S. House of Representatives along with the Clerk of the House and the Sergeant at Arms. The Officers, together with the Architect of the Capitol, jointly provide a foundation of service to facilitate the work activities of the House, the Members and staff. The CAO is an approximately 650-position administrative support organization providing a wide variety of technical and administrative services. The CAO came into existence in 1995 through an effort to re-order and centralize House administrative support activities.

This re-ordering continues to this day through long-range strategic planning, business process re-engineering and technology improvements with the goal of improved services for Members, Committees, House staff and the House community at large. In January 2001 the CAO, Deputy CAO, Administrative Counsel and Associate Administrators of the five functional business units within the CAO met as a senior management team to develop a vision for the organization. The CAO vision is, "To be the premier service organization that represents and serves the U.S. House of Representative with pride, energy and creativity." The vision was translated into a three-year strategic and transformational plan with a balanced scorecard and 11 objectives with associated Strategic Implementation (SIP) plans. One of those plans focuses on the development of a new customer service model for the organization.

##### 1.3 SCOPE

The initial scope of this project spans all work and tasks required to complete the following two phases of the project:

###### a. Phase I - Analyze the Current State

The House will provide the contractor the following information from other on-going CAO Strategic Initiative Proposal (SIP) efforts:

- List of all CAO products and services. (Draft copy - Section J/Attachment #5)
- List of all organizations involved in the delivery of each product and service. (Section J/Attachment #4)
- List of core processes. (Draft Copy - Section J/Attachment #5)
- List of all activities performed for each product and service. (After contract award)

The contractor shall analyze this information in order to create a model of the CAO's current (As-Is) customer service delivery model.

b. Phase II - Research/investigate and provide a report on public and private sector best practice examples of customer service delivery models. Document the structural and process gaps between the existing CAO model and these models.

##### 1.4 GENERAL OPERATING CONDITIONS

###### 1.4.1 ESTIMATED PERIOD OF PERFORMANCE

The estimated period of performance is four months from post award conference for both Phases I and II. However, this is an estimate only and the actual period of performance will be based on the offerors proposed delivery schedule for completing Phases I and II.

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## 1.5 DELIVERABLES

Based on the above phases, offerors will provide a clear delineation of deliverables to be provided as a result of completing Phases I and II. These deliverables will be assessed in conjunction with costs and made a part of the resulting contract.

Project plans/schedules shall be developed and maintained in Microsoft (MS) Project format. Documentation shall be developed in MS Office (Word, Excel, PowerPoint) format with diagrams (e.g., network) done in MS Visio 2000. Documentation shall conform to requirements identified in the House's System Development and Life Cycle (SDLC) Policy.

All deliverables and work papers produced during the performance of this work will become the property of the House of Representatives. For all deliverables, an outline of the proposed draft reports and the associated finding sheets, if applicable, are due to the COR prior to the delivery of the draft report. The House will perform a review of draft deliverables and provide written comment to the contractor for action within 10 business days.

In addition to the deliverables identified in Section 1.3 for each phase the contractor shall prepare the following contract deliverables:

### 1.5.1 WEEKLY STATUS REPORT

The contractor shall submit to the Contracting Officers Representative (COR) a weekly summary report on work accomplished during the week, problems and resolutions and any outstanding problems.

### 1.5.2 STATUS BRIEFINGS

The Contractor may be required to prepare routine and ad-hoc formal status briefings on the efforts being conducted. The Chief Administrative Officer, CAO staff, and various representatives from key stakeholder groups may attend these briefings. Routine briefings may be held. The contractor Project Manager shall be responsible for the coordination and scheduling of the status briefing. The briefing shall summarize the contract status by phase and provide financial status. The contractor shall prepare ad-hoc briefings as needed to support the objectives of the efforts described. All briefings shall be done in MS PowerPoint format.

## 1.6 PERSONNEL REQUIREMENTS

The contractor shall ensure that persons capable of meeting the job requirements as outlined in the specifications of this contract shall perform the work under this contract.

### 1.6.1 WEEKLY UPDATE MEETING

The COR shall conduct a weekly meeting with designated contractor personnel and representatives of the CAO organization for review of work schedules, and to discuss on-going tasks, problems, and general operating procedures of the contract.

### 1.6.2 KEY PERSONNEL

The contractor shall assign key personnel by name and title. The contractor represents/ensures that the individuals submitted are the key personnel who will provide the services to the House in connection with this contract. The project manager and other key personnel must be accessible to key CAO project personnel at the House of Representatives campus in Washington, D.C. The Project Manager must meet the following objectives:

- Establish a project management system based on the validated Strategic Implementation Project plan. The system must provide accurate, high quality and timely cost, schedule and performance information. The system must meet the Strategic Implementation Project reporting requirements already established by the CAO.

- Establish and maintain a government/contractor partnership that is beneficial to achieving program goals and reduces overall level of government oversight required.

- Identify and develop executable, cost effective deliverables tailored to the proposed solutions.



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## SECTION D -- PACKAGING AND MARKING

### D.1 HC.4.002 PAYMENT OF POSTAGE AND FEES

MAY 2001

All postage and fees related to submitting information, including forms, reports, etc., to the House of Representatives shall be paid by the contractor.

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## SECTION E -- INSPECTION AND ACCEPTANCE

### E.1 HC.5.004 FAILURE TO PERFORM

AUGUST 2002

If the Contractor fails to promptly perform the services or to take the necessary action to ensure future performance in compliance with contract requirements, the CO may:

- a. Refer to Section F, Payment for Non-performance.
- b. Reduce the contract price to reflect the reduced value of the services performed; or
- c. Terminate the contract for default.

### E.2 HC.5.005 INSPECTION AND ACCEPTANCE

AUGUST 2002

a. Inspection and acceptance of services to be furnished hereunder shall be performed at place of performance or destination, by the COR, in accordance with provisions specified in this contract and applicable task orders. The COR reserves the right to conduct any quality assurance reviews and tests it deems necessary to assure that the services provided conform in all respects to the contract specifications. Services which upon quality assurance reviews are found not to be in conformance with contractual specifications shall be promptly rejected and notice of such rejection, together with appropriate instructions, including resolution time, will be provided to the Contractor by the CO. Deficiencies thus reported shall be corrected by the Contractor in a timely period as specified by such quality assurance reviews or, with written request for an extension, mutually agreed to by the parties.

b. Written notification of negative quality assurance review results will be furnished within 30 days after completion of quality assurance reviews.

c. All subcontracts let by the Contractor shall be subject to the CO's written approval and the provisions specified above, as noted at the time of approval.

d. All facilities utilized by the Contractor in performance of work under this contract shall be subject to inspection by officials of the House and the Architect of the Capitol.

e. The Contractor shall respond to all quality assurance reports within the time frame specified in each quality assurance review, annotating what actions have been taken.

f. The CO shall have the right to send his representative into areas assigned for the use of the Contractor's employees, at any time, for quality assurance or other purposes approved by the CO.

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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 HC.6.001 PERIOD OF PERFORMANCE MAY 2001

Contract period of performance shall extend four months after date of award.

### F.2 HC.6.005 NOTICE TO THE HOUSE OF DELAYS MAY 2001

In the event the contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract, or whenever the contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately notify the customer and the COR by telephone and follow-up in writing to the COR, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the House of any delivery schedule or date, or any rights or remedies provided under this contract.

### F.3 HC.6.007 SUSPENSION AND DEBARMENT MAY 2001

a. Suspension of a contractor temporarily disqualifies that contractor from contracting with the House as a prime and/or House-approved subcontractor, in full or in part. The contracting officer initiates suspensions.

(1) When the contractor and any specifically named affiliates are suspended, the contracting officer shall advise the firm immediately by certified mail, return receipt requested:

(a) That the firm has been suspended and that the suspension is based on an indictment or other adequate evidence that the contractor has committed irregularities (i) of a serious nature in business dealings with the House or (ii) seriously reflecting on the propriety of further House dealings with the contractor. Any such irregularities shall be described in terms sufficient to place the contractor on notice without disclosing the House's evidence;

(b) That the suspension is for a temporary period pending the completion of an investigation and such legal proceedings as may ensue;

(c) Of the cause(s) relied upon for imposing suspension;

(d) Of the extent and effect of the suspension; and

(e) That, within 30 days after receipt of the notice of suspension, the contractor or its representative may submit, in writing or in person, information and argument in opposition to the suspension, including any additional specific information that raises a genuine dispute over the material facts.

(2) Suspension shall be for a temporary period pending the completion of investigation and any ensuing legal proceedings, unless sooner terminated by the suspending official or as provided in this subsection.

(3) If the investigation is not concluded or legal proceedings are not initiated within 12 months after the date of the suspension notice, the suspension shall be terminated.

b. Debarment refers to action by the CAO to exclude a contractor from future House awards and House-approved subcontracting, in full or in part, for a reasonable, specified period.

(1) Upon conclusion of the investigation resulting from a suspension, if the contracting officer should determine that debarment is in order, he or she shall prepare a report on the investigation along with such recommendations regarding debarment, for submission to the CAO.

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(2) A notice of proposed debarment shall be issued by the contracting officer advising the contractor and any specifically named affiliates, by certified mail, return receipt requested:

- (a) That debarment is being considered;
- (b) Of the reasons for the proposed debarment in terms sufficient to put the contractor on notice of the conduct or transaction(s) upon which it is based;
- (c) Of the cause(s) relied upon for proposing debarment;
- (d) Within 30 days after receipt of the notice, the contractor or its representative may submit to the CAO, in writing through the contracting officer or in person, information and argument in opposition to the proposed debarment, including any additional specific information that raises a genuine dispute over the material facts;
- (e) Of the effect of the issuance of the notice of proposed debarment; and
- (f) Of the potential effect of an actual debarment.

c. In the event that the CAO makes a determination to impose debarment, the contracting officer shall give the contractor and any affiliates involved prompt notice by certified mail, return receipt requested:

- (a) Referring to the notice of proposed debarment;
  - (b) Specifying the reasons for debarment;
  - (c) Stating the period of debarment, including effective dates; and
  - (d) Advising that the debarment is effective throughout the House, unless the CAO determines that limited business dealings between the House and the contractor are justified.
- d. The decision of the CAO on the merits of a debarment shall be final. A decision may be appealed by the contractor, in writing, within 10 days of receipt of notification of the decision, to the Committee on House Administration, only in the event that the CAO failed to follow the procedures established herein.

#### F.4 HC.6.008 LIQUIDATED DAMAGES

MAY 2001

If the contractor fails to perform the services specified in this contract, or any extension, the House may terminate this contract under the Termination clause of the contract. The contractor shall be liable for fixed, agreed and liquidated damages as provided in Section F "Payment for Non-performance", accruing until the time the House may reasonably obtain delivery or performance of similar services.

The contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without fault or negligence of the contractor.

#### F.5 HC.6.009 PAYMENT FOR NON-PERFORMANCE

SEPTEMBER 2001

In the event that the contractor fails to perform as stipulated in the statement of work, and such failure is not for a reason beyond the control of the contractor, the House may charge 1% of the total contract cost per day and may obtain performance from another source and charge and collect all costs plus a 15% administrative fee from the contractor.

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F.6 HC.6.010 PLACE OF PERFORMANCE

JUNE 2002

House Capitol Hill Office Buildings, Washington, D.C.

F.7 HC.6.014 TERMINATION

AUGUST 2002

Relative to termination of this contract, it is mutually agreed:

a. The CO may terminate this agreement at any time, in whole or in part, in the event of breach by the Contractor, or upon 30 days written notice at the convenience of the House.

b. If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor shall be in accordance with this contract and in effect on the date of the Contract. No liability will inure to either party for terminations rendered pursuant to this Contract when done at the convenience of the House.

c. Upon termination (including expiration) the Contractor will:

(1) Surrender all employee identification cards, decals, keys, etc. issued by the U.S. House of Representatives, for all Contractor representatives and employees on the effective date to COR.

(2) Complete satisfactory settlement of all customer complaints and claims.

(3) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.

(4) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the U.S. Government and ordinary wear and tear excepted, on the effective date.

(5) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may cause Contractor's property to be removed and stored in a warehouse at Contractor's expense. If the Contractor fails to act, this contract authorizes and empowers the CO to take possession of Contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 HC.7.002 MODIFICATIONS MARCH 2001

Administrative changes, e.g. address corrections, are approved by the CO and all other changes, modifications, additions or deletions, which change the scope of this contract, must be prepared in writing as formal modifications signed by both parties.

### G.2 HC.7.003 INVOICES MAY 2001

The Debt Collection Improvement Act of 1996 requires that federal agencies pay recipients by electronic funds transfer (EFT). EFT is an improved, convenient, and secure method of payment. If you have not already provided the House your financial institution routing and account numbers, to obtain an automated clearing house (ACH) enrollment form please call the EFT help line at 202-226-2277.

A summary invoice shall be submitted to: Contracting Officers Representative

- a. Contract number and service time period;
- b. Member, committee, or other House office name and location;

### G.3 HC.7.004 INVOICE FOLLOW-UPS MAY 2001

All follow-up invoices shall be marked "Duplicate of Original" on all pages. Contractor questions regarding payment information or check identification should be directed to the COR for follow-up with appropriate financial personnel.

### G.4 HC.7.005 PERFORMANCE SUMMARY REPORTS MAY 2001

The contractor shall provide performance summary reports acceptable in content and format to the contracting officer's representative (COR). The reports shall be submitted by the 15th of each month and pertain to services provided the previous month. Upon request, the contractor shall deliver supporting details of the summary information to the COR within ten (10) calendar days. Failure to submit an acceptable performance report may subject the contractor to penalties for non-performance and/or jeopardize renewal of this contract. The status report shall include:

- 1. Reporting Period
- 2. Contractor's Program Manager's Name
- 3. Work Accomplished During the Period
- 4. Anticipated Activity for Next Reporting Period
- 5. Outstanding Issues

### G.5 HC.7.006 CONTRACT STATUS AND REVIEW MEETING MAY 2001

The House COR and authorized contractor representative(s) shall meet at least monthly. Meeting changes require mutually written consent. The purpose of the meeting is to review the status reports, performance results, current/outstanding issues, and provide to the contractor any House-related informational materials. The goal is to keep track of performance, head-off any potential problems, resolve issues, and maintain a smooth operating contract.

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## G.6 HC.7.007 AUTHORIZED HOUSE REPRESENTATIVES

MAY 2001

### a. Contracting Officer:

William L. Dellar, Associate Administrator, Office of Procurement  
Room 359, Ford House Office Building, U.S. House of Representatives  
Washington, DC 20515  
Telephone: (202) 225-2921 Fax: (202) 226-3850

The contracting officer has the overall responsibility for the award and administration of this contract. The contracting officer alone, without delegation, is authorized to take actions on behalf of the House to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules. However, the contracting officer may delegate certain other responsibilities to authorized representatives.

Additional responsibilities of the CO are as follows:

- Reviewing the COR's reports and indicating acceptance or rejection. If rejected, the CO will note the reason for the rejection and recommend any changes that will bring the report into acceptance. The CO will forward these reports back to the COR.
- The CO is required to approve all contract modifications, including cost changes.

### b. Contracting Officer's Representative:

The COR, to be appointed by the contracting officer is designated to assist in the discharge of the contracting officer's responsibilities when the CO is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance and/or the timeliness of delivery by the Contractor in accordance with the terms and conditions of this contract; acting as the contracting officer's representative in charge of work at the site; ensuring compliance with the contract requirements insofar as the work is concerned; advising the contracting officer and contract administrator of any factors which may cause delays in delivery and/or performance of the work; reviewing and approving contractor invoices and conducting or witnessing the conduct of any inspections and/or tests that may be required by the contract. The COR does not have the authority to make any changes to the terms, conditions, requirements, or pricing of the contract or direct the contractor to perform services outside of the scope of the contract.

Additional responsibilities of the COR are as follows:

- Reviews and approves the status from, and performance reports on, the contractor.
- Processing of contractor invoices.
- Submission of a monthly summary report to the CA- The COR will prepare a monthly summary report to be provided to the CO during the first week of each month. The monthly summary report, based on the contractor's status reports, performance reports, and a synopsis of the monthly meetings will include: a summary of work performed/in-process/completed to date (including major accomplishments and/or anticipated delays), performance measurements, outstanding and/or potential issues, and the status of any game plan to cure a performance discrepancy.
- Establishing and adhering to, at a minimum, a monthly status/progress meeting with the contractor and designated House staff. Maintaining minutes of those meetings.
- Providing the CA with all contract related documents (e.g. signed invoices, reports) for the official contract file.

### c. Contract Administrator

Edwin Davis, Sr. Procurement Specialist, Office of Procurement  
Room 356, Ford House Office Building, U.S. House of Representatives

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Washington, DC 20515

Telephone: (202) 226-3229

Fax: (202) 226-2214

The contract administrator prepares and issues all modifications to the contract, maintains the contract file with all reports, contractual nomenclature, and approved invoices, and responds to contractual inquiries or concerns from the COR or contractor on behalf of the CO.

The CA is also responsible for:

- Ensuring all required documents are in the contract file.
- Attending status meetings on behalf of the CO.
- Reviewing invoices and written reports.

## G.7 HC.7.008 AUTHORIZED CONTRACTOR REPRESENTATIVE MAY 2001

The contractor shall identify the authorized contractor representative (ACR), if different from that of the program manager (key personnel) listed in clause HC.7.009. Provide name, title, company name, address, and phone and fax number:

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The ACR shall provide monthly status reports to the COR on the 15th pursuant to clause HC.7.007 of this contract. All status reports, schedules, and invoices must be approved by the COR in accordance with the terms and conditions of the contract.

The ACR shall furnish written notice of any delay or potential situation that may cause delay in their capability to meet the delivery and/or performance schedule set forth in this contract. Such notice may be provided verbally to the COR and contracting officer, then followed-up in writing within 4 hours after the verbal notice. The notification shall fully describe the cause for delay, the expected date of delivery and/or performance, and any remedies the contractor proposes to mitigate the delay. This notification does not relieve the contractor of its obligation to meet the delivery and/or performance requirements of this contract nor should this notification be construed as a waiver by the House of any delivery schedule or date, performance requirements, or any rights or remedies provided under this contract.

## G.8 HC.7.009 KEY PERSONNEL MAY 2001

The contractor shall assign key personnel by name and title. The contractor represents that the following individual(s) are key personnel who will provide the services to the House in connection with this contract. At a minimum, the contractor shall designate a program manager as key personnel.

For each personnel please provide the following information: individual's name, title, telephone number, and e-mail address.

The contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment or requested by the CO. Contractor personnel assigned to this contract as Key Personnel are subject to approval of the CO. The contractor must notify the contracting officer (CO) of changes to the key personnel 30 calendar days prior to removal from the contract. Replacement personnel must be accepted in writing by the CO. The CO may require substitution of key personnel from contractor, and may require additional personnel to be added to the project. Proposed substitutes to key personnel must have



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qualifications equal to or better than those approved at the pre-award stage and be accepted, in writing, by the CO. The CO will notify the contractor after receipt of all required information (including resumes of substitutes) of the decision on substitutions within 10 business days.

**G.9 HC.7.010 POST AWARD CONFERENCE**

**MAY 2001**

A post award conference will be held with the contractor to review contract administration issues that are contained in Section G.

**G.10 HC.7.011 PROGRESSIVE STEPS TO ENSURE SATISFACTORY  
CONTRACT PERFORMANCE**

**AUGUST 2002**

The Contractor shall bring all performance issues to the immediate attention of the COR. Likewise, the COR shall bring all real or apparent performance issues to the immediate attention of the Contractor. These issues once raised will be documented and quickly resolved to the mutual satisfaction of both parties, provided such resolution is within the authority of the COR and in accordance with the terms and conditions of the contract.

Issues that cannot be resolved between the Contractor and the COR, or resolution that would require a modification to the contract, will be brought to the immediate attention of the CA. The CA in conjunction with the COR, Contractor, and as may be required other subject matter experts, will attempt to resolve performance issues to the mutual satisfaction of both parties. If a modification to the contract is required the CA will make a recommendation to the CO and if approved prepare the modification and obtain all necessary approvals and signatures.

Issues that cannot be resolved by the CA will be brought to the attention of the CO who may pursue any of the remedies provided for under this contract up to and including termination.

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## SECTION H -- SPECIAL CONTRACT REQUIREMENTS

### H.1 HC.8.002 IDENTIFICATION BADGES

MAY 2001

The contractor shall see that each new employee has a House identification/access pass issued by the House Sergeant at Arms before the employee enters on duty, if unescorted access is required outside of normal public building visiting hours. Public building visitor hours are Monday to Friday 7am to 7pm, and Saturday 7am to 1pm. House identification badges will not be issued to a contractor employee unless the Capitol Police forms for a background check are submitted in accordance with clause HC.8.003 of this contract. House procedures will be followed with regard to contract employees.

### H.2 HC.8.003 PROSPECTIVE EMPLOYEE BACKGROUND CHECK

MAY 2001

a. The U.S. Capitol Police will screen all contractor employees working on this contract who have access to House facilities or information in the performance of contract work. The COR will provide the contractor with Capitol Police forms (CP-491 or equal) to be filled out and returned for each employee the contractor will have working on the contract. Forms for each employee working on this contract shall be submitted prior to the commencement of work.

b. The employee shall be fingerprinted by the Capitol Police and a check made of criminal history records. If the Capitol Police, after having processed the forms, determine at any time that the employee is unsuitable or unfit for assigned duties, they will notify the COR. The COR will then direct the contractor to immediately remove that employee from any work under this contract.

c. All contractor employees working on this contract with access to House facilities or information are required to be cleared by the Capitol Police every three years.

### H.3 HC.8.005 BENEFITS TO MEMBERS OF CONGRESS

MAY 2001

No Member, Delegate, Resident Commissioner, Officer of the House or Procurement Officer shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### H.4 HC.8.006 NEWS RELEASES

MAY 2001

No news releases, press conferences or advertisements pertaining to this contract will be made without prior written approval of the CO.

### H.5 HC.8.007 AFFIRMATION OF NON-DISCLOSURE

AUGUST 2003

Due to the sensitive and confidential nature of information that the contractor may come in contact with during the performance of work at the House, the contractor and all personnel associated with this contract shall sign an "Affirmation of Non-Disclosure" (Section J) prior to commencing work. The Affirmation of Non-Disclosure states in part that the individual signing the form agrees and understands they will not disclose any private or privileged information received in the course of service to the House.

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H.6 HC.8.010 DATA OWNERSHIP/TRANSFER/ACCESS

JUNE 2001

The House and contractor agree that all data procured under this contract and data transferred by the House to the contractor shall remain the exclusive property of and in the exclusive control of the House. Parties further agree that access to or release of such information shall be governed by the laws applicable to the House. The contractor agrees to notify the House immediately if anyone requests any access to House information and further agrees not to provide access to or release any information without prior written approval by the House contracting officer. This includes Freedom of Information Act (FOIA) requests.

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## SECTION I -- CONTRACT CLAUSES

### I.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER MAY 2001

- a. Except as specified in paragraph (b) herein, no order, statement or conduct of House personnel who visit the contractor's facilities, or in any other manner communicate with contractor personnel during the performance of this contract, shall constitute a change under this contract.
- b. The contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- c. The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the contractor effects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

### I.2 HC.9.002 OBSERVANCE OF LAWS MAY 2001

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- b. The contractor shall comply with all applicable laws of the United States with respect to the conduct of its employees and operations.

### I.3 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. Within 30 calendar days from the receipt of such copy, the contractor may appeal in writing by mail to the CAO. The CAO's decision shall be final. The contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 30 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the CO's decision.

### I.4 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

### I.5 HC.9.006 RELEASE OF CLAIMS MAY 2001

After completion of work, and prior to final payment, the contractor shall furnish to the CO, a release of claims against the United States arising out of the contract, other than claims specifically excepted from the operation of the release.

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I.6 HC.9.007 ORDER OF PRECEDENCE

MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

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## SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### J.1

<b><u>Forms</u></b>	<b><u>Pages</u></b>
Attachment #1 - Electronic Funds Transfer (EFT)	1
Attachment #2 - Affirmation of Non-Disclosure	1
Attachment #3 - System Development and Life Cycle (SDLC)	30
Attachment #4 - List of CAO Business Units	1
Attachment #5 - Draft list of CAO core processes, products, and services	4

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## SECTION K -- REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

### K.1 HC.11.001 GENERAL REQUIREMENTS

JULY 2001

Offerors shall be individuals, partnerships, or corporations regularly engaged in the business covered by the specifications and possessed of satisfactory financial resources and technical ability, and of equipment and organization to insure satisfactory completion of the contract, and who have established a satisfactory record in the past. Offerors shall, if requested by the CO, furnish promptly any information, which the CO may consider necessary to establish their competency for the work.

The offeror certifies by submission of this proposal and resultant contract that the offeror has not publicly or privately colluded with any other offeror to fix prices or conditions of this contract.

### K.2 HC.11.002 FINANCIAL INFORMATION

JULY 2001

The offeror shall furnish company financial data for the last three years at a minimum. To comply with this requirement, the offeror shall furnish copies of financial statements or Annual Reports published.

### K.3 HC.11.004 COMPANY BACKGROUND

JULY 2001

All offerors will be required to submit proposals to include the following information concerning the company background:

- a. Legal name of the company.
- b. Organizational diagram and biographies for corporate officers.
- c. Detailed business history.
- d. Mission statement to include the scope of quality service, customer care and philosophy in dealing with the House as a potential client.
- e. Substance abuse policy and/or drug free work place policy and procedures, if applicable.
- f. Equal opportunity policy and compliance with House standards.
- g. Current staffing document.
- h. Disclose any lawsuits in which the Company is a named defendant within the last five years and status of each such case.
- i. Key point of contact (POC) list and telephone number.

### K.4 HC.11.006 QUALITY INFORMATION

JULY 2001

- a. Quality Policy
- b. Total quality management process, if any
- c. Quality reporting to client

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d. Customer satisfaction guarantees and assurances

**K.5 HC.11.007 ELIGIBILITY FOR AWARD**

**JULY 2001**

The offeror certifies that it is eligible for award of a contract resulting from this solicitation and that it has not been barred, suspended or otherwise rendered ineligible for award of a federal government contract, nor has the offeror within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and, is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in this provision.

**K.6 HC.11.016 DUN & BRADSTREET NUMBER**

**AUGUST 2002**

Offeror's Dun and Gradstreet Number \_\_\_\_\_.

**K.7 HC.11.017 AUTHORIZED COMPANY OFFICIALS**

**AUGUST 2002**

The offeror represents that the following individual(s) are authorized to negotiate on its behalf with the House in connection with this solicitation. Please provide the following information in table on each individual: individual's name and title, telephone number, e-mail address.

**K.8 HC.11.019 SIGNATURE**

**AUGUST 2002**

I certify that these representations, certifications, and other statements are complete and accurate to the best of my information, knowledge, and belief.

\_\_\_\_\_  
NAME OF OFFEROR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PERSON  
AUTHORIZED TO SIGN

\_\_\_\_\_  
PRINTED NAME OF PERSON  
AUTHORIZED TO SIGN



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## SECTION L -- INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 HC.12.003 SUBMISSIONS

JULY 2001

The offeror shall provide one electronic version via e-mail to: edwin.davis@mail.house.gov, in MS Word format or one fax version of their proposal in response to this solicitation by 1/12/04. The CAO will conduct a pre-proposal conference on 12/04/03 to give an overview of the project and answer vendor questions as time permits. Vendors are encouraged to attend and submit any additional questions in writing by not later than 12/12/04.

Each proposal shall be place in separate division and be sufficiently complete and organized to ensure that evaluation can be made on the basis of its content. It is important that the proposal be organized as specified since the score sheet used during the evaluation will parallel the order specified in the solicitation. Proposals that do not address all of the elements and requirements, in the order contained herein, shall be disqualified from further consideration.

- \* Technical Approach shall not exceed 30 pages
- \* Past performance shall not exceed 10 pages

1. Proposal will be evaluated based on the information provided below and awarded to the contractor whose proposal is the most advantageous to the House. Technical Approach, Personnel Qualifications and Past Performance are equal and more important to Costs. The Offeror's Proposal shall include, and be divided into sections as follows:

- Section A - Proposed Technical Approach
- Section B - Personnel Qualification
- Section C - Past Performance
- Section D - Cost Proposal

#### Section A - Technical Approach

The contractor shall describe the technical approach that will be used to execute the phases described above. The approach shall include:

- Demonstrated methodology for performing the phases contained in the statement of objective.
- Method for developing and managing preparation/review of deliverable products
- Process for assuring the quality of content in deliverable products
- The contractor shall include a project management approach to track the delivery of products and services related to this contract and to work with the COR and staff. This includes:
  - To ensure proper planning for work breakdown and schedules
  - To establish realistic budgets that reflects actual progress for each phase
  - To report performance of work on an accurate and objective basis and to identify any problems or issues as early as possible
  - Working relationship with the COR and House staff

#### Section B - Personnel Qualifications

The offeror shall include proposed staffing approach that addresses the management and timing of staffing decisions for assigning people to the project and removing them from the project. The staffing approach must be definitive enough to provide the House with a clear understanding of how the offeror intends to staff this project order (with Key and non-Key personnel) to successfully meet all the requirements of the statement of work This includes:

- Identify team members, to include partner, manager, senior, industry specialist, etc. Any subsequent changes in key personnel must be approved by the House.
- Provide resumes for each member, to include relevant experience, education, professional accomplishments, and position in the firm.
- Represent in the proposal that the information is accurate and complete and that the individuals named are available for assignment on the date the purchase order becomes effective.

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For each personnel please provide the following information: Individual's name, title, telephone number (business and cell), and email address.

#### Section C - Past Performance

1. Provide information covering the past three years for projects with the same or similar requirements and cost magnitude. Include customer name, description and duration of project for which labor was supplied and labor categories supplied, contact names, phone numbers and e-mail contact information for each current and past customer.
2. Provide the company's Dun & Bradstreet Number for the purposes of performance and credit history validation.

#### Section D - Cost

Offerors shall provide a breakdown of fully loaded labor rates that support quoted prices. Offeror shall indicate the staffing necessary to meet the requirements specified above. The Government intends to award a Firm Fixed Price (FFP) contract.

### L.2 HC.12.004 DELIVERY OF PROPOSALS - HAND DELIVERIES JULY 2001

Proposals hand carried will be delivered to the Courier Congressional Acceptance Site at 2nd and D Street N.E. (sealed offers only). Offerors shall notify the Procurement Specialist 24 hours prior to the delivery. Hand carried offers must be delivered and contact must be made with the above office by the date and time shown on Section A. Offerors are reminded that hand carried deliveries are subject to testing at an off-site location, which may delay delivery by as much as six hours. Delays caused by such security screening will not be considered the fault of the House.

### L.3 HC.12.005 DELIVERY OF PROPOSALS - FAX & E-MAIL OCTOBER 2001

The House will accept facsimile proposals and e-mail proposals by the time and date specified in Section A. Late proposals may be accepted by the CO, if it is determined to be in the best interest of the House.

Proposals may be withdrawn by fax or e-mail received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals". Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

### L.4 HC.12.007 ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS JULY 2001

Offerors shall acknowledge receipt of any amendments to this solicitation by using one of the following processes:

- (1) by signing and returning the amendment with the proposal,
- (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer; or
- (3) by letter or telegram if authorized, The contracting officer must receive the acknowledgment by the time specified for receipt of offers.

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L.5 HC.12.009 RESTRICTION ON DISCLOSURE AND USE OF DATA JULY 2001

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by the House except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal or quotation includes data that shall not be disclosed outside the House and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this offeror or quoter as a result of--or in connection with--the submission of this data, the House shall have the right to duplicate, use, or disclose the data, including cost and pricing data, to the extent provided in the resulting contract. This restriction does not limit the House's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets numbered [insert number(s)]," and

(2) Mark each sheet of data to be restricted with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

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## SECTION M -- EVALUATION FACTORS FOR AWARD

### M.1 HC.13.001 EVALUATION FACTORS FOR AWARD

JULY 2001

The House intends to make multiple awards to offerors whose proposals meeting the minimum requirements as stated in this solicitation. Proposals will be evaluated based on the following evaluation factors that are listed in descending order of importance:

- (1) Technical approach
- (2) Personnel Qualifications
- (3) Past performance
- (4) \*Cost

\*The proposal is presumed to represent the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent between promised performance and cost, must be explained in the proposal. For example, if unique and new approaches are the basis for an abnormally low estimate, the nature of these approaches and their impact on price must be explained. Any significant inconsistency, if unexplained, raises a fundamental issue of the offeror's understanding of the nature and scope of the work required. It also may reflect on the offeror's ability to perform the contract within the financial restraints and may be cause for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

1. Risk Assessment. Price proposals will be evaluated to identify and assess potential risks, which may be inherent in the offeror's approach. The estimated costs to correct any deficiencies in the offeror's proposal will also be evaluated.
2. Price Realism. Proposed pricing will be evaluated not only to determine if the price is reasonable, realistic, and affordable, but also to determine the offeror's understanding of the requirements.
3. Price. Evaluation factors other than price, when combined, are significantly more important than price.

### M.2 HC.13.002 CONTRACT AWARD

JULY 2001

a. The House intends to award a single contract as a result of this solicitation to the responsible offeror whose offer conforms to this solicitation, taking into account the factors contained in M.1 "Evaluation Factors for Award".

b. The House may:

- (1) reject any or all offers, if such action is its interest,
- (2) waive informalities and minor irregularities in offers received.

c. The House reserves the right to evaluate proposals and award a contract without discussion. Therefore, each initial offer should contain the offeror's best terms.